UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, et al.,)	Chapter 11
)	
Debtors.	Ś	Jointly Administered
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FIRST SUPPLEMENTAL NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO

PLEASE TAKE NOTICE THAT:

- 1. By the motion dated May 14, 2012 (the "Motion"), Residential Capital LLC ("ResCap") and its debtor subsidiaries, as debtors in possession (collectively, the "Debtors" or the "Company"), sought, among other things, (i) authorization and approval of certain proposed procedures (the "Sale Procedures") with respect to two proposed sales (the "Sale Transactions" or "the Sales") by certain of the Debtors of (a) the Purchased Assets (as such term is defined in the Asset Purchase Agreement by and between Nationstar Mortgage LLC and certain of the Debtors (the "Nationstar APA")); and (b) the Purchased Assets (as such term is defined in the Asset Purchase Agreement by and between Berkshire Hathaway Inc. ("BH") and certain of the Debtors (the "BH Legacy APA," together with Nationstar APA, the "APAs"); (ii) scheduling of a hearing on the Sales (the "Sale Hearing") and setting objection deadlines and bidding deadlines with respect to the Sales and Auction; (iii) approving the form and manner of notices for (a) an auction of the purchased assets (the "Auction") and (b) the Sale Hearing; and (iv) the assumption and assignment of certain executory contracts and unexpired leases (collectively, the "Assumed Contracts") in connection with the sale of the Purchased Assets pursuant to the Nationstar APA (the "Assumption and Assignment Procedures").
- 2. The Nationstar APA, together with its respective ancillary agreements, contemplates (i) the sale of the Purchased Assets subject to higher or better offers (the "Nationstar Sale Transaction") and (ii) the assumption and assignment of the Assumed Contracts.
- 3. The Nationstar APA contemplates, and the proposed order approving the Nationstar Sale Transaction (the "Nationstar Sale Approval Order"), which may be incorporated into a confirmation order, if approved, shall authorize the assumption and assignment of the Assumed Contracts pursuant to the Nationstar APA, to the Purchaser (as defined in the Nationstar

¹ The names of the Debtors in these cases and their respective tax identification numbers are identified on <u>Exhibit 1</u> to the Affidavit of James Whitlinger, Chief Financial Officer of Residential Capital LLC in Support of the Chapter 11 Petitions and First Day Pleadings.

- APA). The Sellers maintain schedules (the "Schedules") of executory contracts and unexpired leases containing the Assumed Contracts that the Purchaser has designated as Assumed Contracts (the "Designated Agreements"). You are receiving this Notice because you are a party to one or more of the Designated Agreements.
- 4. On July 26, 2012, the Debtors filed the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Property and (II) Cure Amounts Related Thereto (Dkt. No. 922) (the "Cure Notice"). The Debtors filed Schedules of assumed contracts that may be assumed as exhibits to the Cure Notice. The Cure Notice and exhibits can be viewed electronically at www.kccllc.net/rescap.
- 5. THE ATTACHED SCHEDULES CONTAIN A <u>SUPPLEMENTAL</u> LIST OF ASSUMED CONTRACTS THAT <u>MAY</u> BE ASSUMED. SUBJECT TO CERTAIN EXCEPTIONS EXPRESSLY PROVIDED FOR IN THE NATIONSTAR APA, THE PURCHASER RESERVES ITS RIGHTS UNDER THE NATIONSTAR APA TO EXCLUDE ANY ASSUMED CONTRACT FROM THE LIST OF ASSUMED CONTRACTS TO BE ASSUMED AND ASSIGNED BY NO LATER THAN THE DESIGNATION DEADLINE THAT IS TWO BUSINESS DAYS PRIOR TO THE CLOSING DATE, AS DISCUSSED IN PARAGRAPH 14 BELOW.
- Bankruptcy Code section 365(b)(1) requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure any defaults under executory contracts and unexpired leases at the time of assumption. The required cure amount (the "Cure Amount") for each Designated Agreement determined by the Debtors is listed on the Schedule attached hereto. The Cure Amount for each Designated Agreement reflects known amounts owing to a counterparty to a Designated Agreement as of May 14, 2012, the date the Chapter 11 cases were commenced (the "Petition Date"), based on the Debtors' books and records as of August 24, 2012.² The Cure Amounts listed on the Schedule do not include any (i) existing post-petition obligations that the Debtors anticipate paying before the date the Designated Agreement is to be assumed and assigned, which is anticipated to occur no earlier than November 19, 2012 (the "Assumption Date"); (ii) post-Petition Date obligations that may be incurred but unknown as of September 14, 2012, which obligations may remain outstanding against the Debtors as of the Assumption Date; (iii) unknown pre-Petition Date obligations; and (iv) known pre-Petition Date obligations relating to critical vendor payments for which the Debtors have received Bankruptcy Court approval to pay prior to the Assumption Date. Please note that if no amount is scheduled for a Designated Agreement, the Debtors believe that there is no Cure Amount currently outstanding for such Designated Agreement.
- 7. Please review the Cure Amount for your Assumed Contract. In some instances, additional terms or conditions of assumption and assignment with respect to a particular Assumed Contract are provided.
- 8. In cases where a Servicing Agreement (as defined in the Nationstar APA) is contained within the same writing as an agreement related to loan origination, (i) the Debtors intend

² For the avoidance of doubt, nothing in this Notice shall create any obligation on behalf of the Debtors to pay any disputed cure amounts.

to assume and assign to the Purchaser only the Servicing Agreement; (ii) the origination agreement shall be severed from the multi-agreement document pursuant to the Nationstar Sale Approval Order; and (iii) the Purchaser shall have no liability under any origination agreement. The Nationstar Sale Approval Order will also generally provide that no delay or failure of performance by the Debtors under or in respect to any origination agreement will (i) affect any right of Nationstar under any Servicing Agreement or (ii) permit, result in or give rise to any setoff, delay, deferral, defense, recoupment, claim, counterclaim, default or other impairment of the rights of the Purchaser under any Servicing Agreement.

9. The deadline for objecting to approval of any Cure Amount (a "Cure Objection") shall be September 28, 2012, at 5:00 p.m. (Eastern Time) (the "Cure Objection Deadline"). The deadline for objecting to the assumption by the Debtors and assignment to Objection") **Nationstar** of Assumed Contract (an "Assignment September 28, 2012, at 5:00 p.m. (Eastern Time) provided, however, that in the event the Sale Procedures result in a Successful Bidder other than Nationstar (in respect of the Nationstar Purchased Assets) the deadline for an Assignment Objection shall be at the Sale Hearing. The deadline for objecting to approval of the Sale Transactions, including the sale of the Purchased Assets free and clear of liens, claims, encumbrances, and interests (including rights or claims based on any successor or transferee liability) shall be October 29, 2012, at 5:00 p.m. (Eastern Time) (the "Sale Transaction Objection Deadline").³ Objections shall be served on the (i) Morrison & Foerster LLP, counsel for the Debtors, 1290 Avenue of the Americas, New York, New York 10104 (Attn: Gary S. Lee (glee@mofo.com) and Alexandra Steinberg Barrage (abarrage@mofo.com)); (ii) Sidley Austin LLP, attorneys for Nationstar, One South Dearborn, Chicago, Illinois 60603 (Attn: Jessica C.K. Boelter (jboelter@sidley.com)); (iii) Kramer Levin Naftalis & Frankel LLP, counsel for the Creditors' Committee, 1177 Avenue of the Americas, New York, N Y 10036 (Attn: (keckstein@kramerlevin.com) Eckstein and **Douglas** (dmannal@kramerlevin.com)); (iv) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Brian Masumoto); and (v) Munger, Tolles & Olson LLP, attorneys for BH, 355 South Grand Avenue, Los Angeles, CA 90071 (Attn: Seth Goldman (seth.goldman@mto.com) and Thomas Walper (twalper@mto.com)).

10. If a timely objection is raised either to the assumption and assignment of a Designated Contract or to the proposed Cure Amount (a "Contract Objection"), (i) the Debtors; (ii) with respect to assumption and assignment of an Assumed Contract in connection with the Servicing Platform, Nationstar (or other Successful Bidder for the Servicing Platform, as applicable) or with respect to assumption and assignment of an Assumed Contract in connection with the Legacy Portfolio, BH (or other Successful Bidder for the Legacy Portfolio, as applicable); (iii) the Creditors' Committee; and (iv) the objecting party (the "Necessary Parties") may meet and confer in good faith to attempt to resolve any such objection without Court intervention. If the Necessary Parties resolve any Contract Objection, they may enter into a written stipulation, which stipulation is not required to be filed with or approved by the Court. If a Contract

³ Failure to object to the relief requested in the Motion shall be deemed to be "consent" for purposes of section 363(f) of the Bankruptcy Code and shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, and to the consummation and performance of the Sale Transactions contemplated by the APAs (including the transfer free and clear of all liens, claims, encumbrances, and interests, including rights or claims based on any successor or transferee liability, of each of the Purchased Assets transferred as part of the Sale Transactions).

Objection cannot be consensually resolved, it shall be heard by the Court either at the Sale Hearing or such other date as determined by the Court (such other date being no later than the Sale Hearing).

- 11. Any Contract Objection that challenges a Cure Amount, or otherwise asserts that there exist outstanding defaults under an Assumed Contract, must set forth with specificity the Cure Amount being claimed by the objecting party or the nature of the asserted default, as applicable, and must include appropriate documentation in support thereof satisfactory to the Debtors and Nationstar or BH, as applicable. If no objection to the Cure Amount or the proposed assumption and assignment of an Assumed Contract is timely filed and served, the pertinent Debtor may assume and assign the Assumed Contract to Nationstar or BH (or, alternatively, to the Successful Bidder for the applicable Purchased Assets), and the Cure Amount set forth in the Assumption and Assignment Notice shall be binding upon all non-debtor parties to the Assumed Contracts, any known third party beneficiaries to such Assumed Contracts, all trustees, certificateholders, investors, rating agencies, mortgage insurers and any parties to any pooling and servicing agreements, assignment, assumption and recognition agreements, Servicing Agreements, subservicing agreements or similar agreements (collectively, the "Assumption Notice Parties"), for all purposes in such Debtor's Chapter 11 cases.
- 12. The respective Assumption Notice Parties shall be forever barred from (i) objecting to the assumption and assignment of the relevant Assumed Contract and/or Cure Amount, and (ii) asserting at any time any condition to assignment, default, claims, obligations or breach and/or any additional cure, damage or other amount with respect to the respective Assumed Contract on the basis of events of any kind or nature occurring or arising prior to the Closing Date (as defined in the Nationstar APA), whether such events constituted acts or omissions by the Debtors or other person and regardless of whether such events are known or unknown, including, without limitation, claims or liabilities relating to any act or omission of any originator, holder or servicer of mortgage loans prior to the Closing Date, and any indemnification obligations, claims or liabilities relating to any act or omission of the Sellers or any other person prior to the Closing Date.
- 13. All Assumed Contracts will be assumed and assigned to the Purchaser on the Closing Date of the Nationstar APA, except as may be otherwise set forth therein or agreed between the Debtors and Nationstar. The Debtors will request that Cure Objections to the proposed Cure Amounts based upon unquantifiable or unknown pre-closing liability be overruled; provided, however, that no such liabilities may asserted against the Purchaser or the Purchased Assets, as further described in the Sale Approval Order.
- 14. The Court shall conduct the Sale Hearing on **November 19, 2012 at 10:00 a.m.** (Eastern Time), at which time the Court will consider approval of the Sale Transactions to the Successful Bidder. The Sale Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Sale Hearing or by the filing of a hearing agenda.
- 15. If the Debtors, the Purchaser, and the non-debtor counterparty determine that the Contract Objection cannot be resolved without judicial intervention, then such Contract Objection shall be determined by the Bankruptcy Court either at the Sale Hearing or such other date as determined by the Bankruptcy Court, unless the Debtors, the Purchaser, and the non-debtor counterparty to the Assumed Contract agree otherwise; if the Bankruptcy Court determines at such hearing that the Assumed Contract should not be assumed and assigned, then such contract or lease shall no longer be considered an Assumed Contract.

- 16. If you agree with the respective Cure Amount(s) listed in the Schedules with respect to your Assumed Contract(s), and otherwise do not object to the Debtors' assumption and assignment of your Assumed Contract, you are not required to take any further action.
- 17. Unless an Objection is filed and served before the Objection Deadline, you shall be deemed to have consented to the assumption and assignment of your Assumed Contract and the Cure Amount(s) for your Assumed Contract(s), and acknowledged that no default exists under the Assumed Contract other than those being cured by the Cure Amounts or defaults that are not required to be cured under section 365(b)(2) of the Bankruptcy Code. You shall be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the Purchaser.
- 18. No later than two business days prior to the Closing Date under the Nationstar APA (the "Contract Designation Deadline"), the Purchaser may, in its sole discretion, subject to certain limitations specified in the Nationstar APA (applicable only as between the parties thereto), exclude any of the Assumed Contracts by providing notice to the Sellers. Upon such designation, the contract or unexpired lease referenced therein shall no longer be considered an Assumed Contract, shall not be deemed to be, or to have been, assumed or assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors. Until the Contract Designation Deadline, the Purchaser also may, subject to certain limitations specified in the Nationstar APA (applicable only as between the parties thereto), designate additional contracts or leases as Assumed Contracts to be assumed and assigned, and in such event the Debtors shall provide notice, in a manner generally consistent with the Assumption and Assignment Procedures, to the affected non-debtor counterparties indicating that the Debtors intend to assume and assign additional Assumed Contracts.
- 19. The Debtors' decision to assume and assign the Assumed Contracts is subject to Bankruptcy Court approval and consummation of the Nationstar Sale Transaction, and, absent such consummation, each of the Assumed Contracts will not be assumed or assigned to the Purchaser and shall in all respects be subject to further administration under the Bankruptcy Code.
- 20. All Assumed Contracts will be assumed by and assigned to the Purchaser on the Closing Date, except as may be otherwise set forth in the APA.
- 21. Until the Assumption Effective Date, assumption and assignment thereof is subject to the Purchaser's rights to modify the designation of Assumed Contracts as set forth in paragraph 17 above. Except as otherwise provided by the APA, the Purchaser shall have no rights in and to a particular Assumed Contract until such time as the particular Assumed Contract is assumed and assigned in accordance with the procedures set forth herein.
- 22. The inclusion of any document on the list of Designated Agreements shall not constitute or be deemed to be a determination or admission by the Debtors or the Purchaser that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved.
- 23. Any Assignment Objection or Cure Amount Objection shall not constitute an objection to the relief generally requested in the Motion (e.g., the sale of the Purchased Assets by the Debtors to the Purchaser free and clear of liens, claims, encumbrances, and interests), and

parties wishing to object to the relief generally requested in the Motion must file and serve a separate objection by the Sale Transaction Objection Deadline.

- 24. If a party other than Nationstar is determined to be the highest and best bidder for the assets to be sold pursuant to the Nationstar Sale Transactions, you will receive a separate notice providing additional information regarding the treatment of your contract(s) or unexpired lease(s); *provided*, *however*, that if the applicable Cure Amount has been established pursuant to the procedures set forth in this Notice, it shall not be subject to further dispute if the new purchaser seeks to acquire such contract or unexpired lease.
- 25. Nationstar is not assuming and parties will be enjoined from asserting against Nationstar any claims or obligations relating to the pre-closing period under any Assumed Contract (including any Servicing Agreement), whether such claims or obligations are known, unknown, fixed, contingent, unliquidated or liquidated at the time of the Closing, including, without limitation, any claims or liabilities relating to any act or omission of any originator, holder or servicer of mortgage loans prior to the Closing Date, and any indemnification claims or liabilities relating to any act or omission of the Sellers or any other person prior to the Closing Date. Any parties holding such claims or obligations will be required to file a Cure Objection if they disagree with the Cure Amount set forth on the Schedule.
- 26. This Notice is subject to the full terms and conditions of the Sale Procedures Order, which shall control in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety and consult an attorney if they have questions or want advice.

Dated: New York, New York September 14, 2012

/s/ Gary S. Lee

Gary S. Lee Todd M. Goren MORRISON & FOERSTER LLP 1290 Avenue of the Americas New York, New York 10104 Telephone: (212) 468-8000

Facsimile: (212) 468-7900

Alexandra Steinberg Barrage MORRISON & FOERSTER LLP 2000 Pennsylvania Avenue Washington, DC 20006 Telephone: (202) 887-1500

Facsimile: (202) 887-0763

Counsel for the Debtors and Debtors in Possession

12-12020-mg Doc 1459 Filed 09/14/12 Entered 09/14/12 19:54:11 Main Document Pg 7 of 18 Exhibit 1 - HAMP/HHF/EHLP Schedule

Debtor Entity	Contract Description	Cure Amount	Counterparty/ Notice Party Address(es)	Address 1	City	State	Zip
GMAC Mortgage, LLC	Alabama Servicer Participation Agreement/Hardest Hit Fund Program	\$0.00	Alabama Housing Finance Housing Authority	7460 Halcyon Pointe Drive	Montgomery	AL	36117
GMAC Mortgage, LLC	Arizona Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Arizona Department of Housing	Suite 200	Phoenix	AZ	85007
GMAC Mortgage, LLC	CALHFA Servicer Participation Agreement/Hardest Hit Fund	\$0.00	California Housing Finance Agency- Keep Your Home CA	500 Capitol Mall, Suite 1400	Sacramento	CA	95814
GMAC Mortgage, LLC	Connecticut Participation Agreement / Emergency Home Loan Program	\$0.00	Connecticut Housing Finance Authority	999 West Street	Rocky Hill	СТ	06067
GMAC Mortgage, LLC	Maryland Participation Agreement / Emergency Home Loan Program	\$0.00	Dept. of Housing & Community Development, Division of Finance & Administration	100 Community Place	Crownsville	MD	21032
GMAC Mortgage, LLC	Servicer Participation Agreement/Hardest Hit Fund Program	\$0.00	District of Columbia Housing Finance Agency	815 Florida Avenue, NW	Washington	DC	20001-3017
GMAC Mortgage, LLC	Licensing Agreement/HAMP Net Present Value (NPB) Calculator	\$0.00	Federal National Mortgage Association, a federally chartered corporation, as financial agent of the United States	3900 Wisconsin Avenue, NW	Washington	DC	20016
GMAC Mortgage, LLC	Fannie Mae Master Agreement	\$0.00	Federal National Mortgage Association, a federally chartered corporation, as financial agent of the United States	3900 Wisconsin Avenue, NW	Washington	DC	20016
GMAC Mortgage, LLC	Commitment to Purchase Financial Instrument and Servicer Participation Agreement/Home Affordable Modification Program (HAMP)	\$0.00	Federal National Mortgage Association, a federally chartered corporation, as financial agent of the United States Attn: General Counsel. Notice to: Chief, Office of Homeownership Preservation Office of Financial Stability Department of Treasury Notice to: Freddie Mac Attn: Vice President, Making Home Affordable-Compliance	Fannie Mae:3900 Wisconsin Avenue, NW Treasury: 1500 Pennsylvania Ave. NW, Freddie Mac: 8100 Jones Brach Drive	Washington Washington McLean	DC DC VA	20016 20220 22102
GMAC Mortgage, LLC	Amended and Restated Commitment to Purchase Financial Instrument and Servicer Participation Agreement/Home Affordable Modification Program (HAMP)	\$0.00	Federal National Mortgage Association, a federally chartered corporation, as financial agent of the United States Attn: General Counsel. Notice to: Chief, Office of Homeownership Preservation Office of Financial Stability Department of Treasury Notice to: Freddie Mac Attn: Vice President, Making Home Affordable-Compliance	Fannie Mae:3900 Wisconsin Avenue, NW Treasury: 1500 Pennsylvania Ave. NW, Freddie Mac: 8100 Jones Brach Drive	Washington Washington McLean	DC DC VA	20016 20220 22102
GMAC Mortgage, LLC	Florida Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Florida Housing Finance Corporation	227 N. Bronough Street, Suite 5000	Tallahassee	FL	32303
GMAC Mortgage, LLC	Freddie Mac Master Agreement	\$0.00	Freddie Mac Attn: Vice President, Making Home Affordable-Compliance	8100 Jones Brach Drive	McLean	VA	22102
GMAC Mortgage, LLC	Georgia Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Georgia Department of Community Affairs	60 Executive Park South, NE	Atlanta	GA	30329

12-12020-mg Doc 1459 Filed 09/14/12 Entered 09/14/12 19:54:11 Main Document Pg 8 of 18 Exhibit 1 - HAMP/HHF/EHLP Schedule

Debtor Entity	Contract Description	Cure Amount	Counterparty/ Notice Party Address(es)	Address 1	City	State	Zip
GMAC Mortgage, LLC	Idaho Participation Agreement / Emergency Home Loan Program	\$0.00	Idaho Housing and Finance Association	565 W. Myrtle	Boise	ID	83702
GMAC Mortgage, LLC	Illinois Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Illinois Housing Development Authority	401 N Michigan Ave # 700	Chicago	IL	60611
GMAC Mortgage, LLC	Indiana Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Indiana Housing & Community Development Authority	30 South Meridian Street, Suite 1000 Room IHCDA	Indianapolis	IN	46204
GMAC Mortgage, LLC	Subordinate Lien Matching and Data Sharing Services and Licensing Agreement/HAMP 2nd Lien Modification Program (HAMP 2MP)	\$0.00	McDash Analytics, LLC McDash Analytics, LLC Attn: General Counsel	1610 15th Street 601 Riverside Ave	Denver Jacksonville	CO FL	80202 32204
GMAC Mortgage, LLC	Michigan Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Michigan State Housing Development Authority	George W Romney BLG, 8th Floor, 111 S. Capitol Ave	Lansing	МІ	48933
GMAC Mortgage, LLC	Mississippi Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Mississippi Home Corporation	P.O. Box 23369	Jackson	MS	39225-3369
GMAC Mortgage, LLC	Nevada Deficiency Waiver Agreement/Hardest Hit Fund	\$0.00	Nevada Affordable Housing Assistance Corp	205 East Warm Springs Road, Suite 105	Las Vegas	NV	89119
GMAC Mortgage, LLC	Nevada Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Nevada Affordable Housing Assistance Corp	205 East Warm Springs Road, Suite 105	Las Vegas	NV	89119
GMAC Mortgage, LLC	New Jersey Servicer Participation Agreement/Hardest Hit Fund	\$0.00	NJ Housing & Mortgage Finance Agency	637 South Clinton Ave	Trenton	NC	08650-2085
GMAC Mortgage, LLC	North Carolina Servicer Participation Agreement/Hardest Hit Fund	\$0.00	North Carolina Housing Finance Agency	3508 Bush St.	Raleigh	NC	27609
GMAC Mortgage, LLC	Ohio Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Ohio Housing Finance Agency	57 E Main Street	Columbus	ОН	43215
GMAC Mortgage, LLC	Oregon Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Oregon Housing and Community Services	725 Summer Street NE, Suite B	Salem	OR	97301-1266
GMAC Mortgage, LLC	Pennsylvania Participation Agreement / Emergency Home Loan Program	\$0.00	Pennsylvania Housing Finance Agency	211 N Front St	Harrisburg	PA	17101
GMAC Mortgage, LLC	Rhode Island Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Rhode Island Housing	44 Washington Street	Providence	RI	02903
GMAC Mortgage, LLC	South Carolina Servicer Participation Agreement/Hardest Hit Fund	\$0.00	South Carolina State Housing Finance and Development Authority	300-C Outlet Pointe Blvd	Columbia	sc	29210
GMAC Mortgage, LLC	Tennessee Servicer Participation Agreement/Hardest Hit Fund	\$0.00	Tennessee Housing Development Agency	404 James Robertson Parkway, Suite 1200	Nashville	TN	37243-0900
GMAC Mortgage, LLC	Treasury Servicer Participation Agreement/ Hardest Hit Fund	\$0.00	U.S. Department of the Treasury, Office of Financial Stability	Homeownership Preservation Office,1500 Pennsylvania Avenue NW	Washington	DC	20220
GMAC Mortgage, LLC	United States Department of Housing and Urban Development / Emergency Home Loan Program	\$0.00	United States Department of Housing and Urban Development	Philadelphia Homeownership Center, 100 Penn Square East, 12th Floor	Philadelphia	PA	19107

Debtor Entity	Law Firm	Contract Description	Cure Amount: Pre-Petition Obligations	Address 1	City	State	Zip
GMAC Mortgage, LLC	Ablitt Scofield, PC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	304 Cambridge Road	Woburn	МА	01801
(a) Engagement Letter; (b) Master Services Agreement (Default Legal GMAC Mortgage, LLC Aldridge Connors, LLP Services); (c) Statement of Work (Default Legal Service		(a) Engagement Letter; (b) Master Services Agreement (Default Legal	\$0.00	3575 Piedmont Rd NE, Suite 500	Atlanta	GA	30305
GMAC Mortgage, LLC	Atlantic Law Group	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	Master Services Agreement (Default Legal vices); \$0.00 1602 Village Market Blvd SE, Suite 301 Statement of Work (Default Legal Services); and		Leesburg	VA	20175
GMAC Mortgage, LLC	Baer & Timberlake, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal		4200 Perimeter Center Drive	Oklahoma City	ок	73112
GMAC Mortgage, LLC	Bendett & McHugh, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	160 Farmington Avenue	Farmington	СТ	06032
MAC Mortgage, LLC Berkman, Henoch, Peterson, Peddy 8 Fenchel, P.C.		(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document		100 Garden City Plaza	Garden City	NY	11530
GMAC Mortgage, LLC	BWW Law Group (f/k/a Bierman, Geesing & Ward)	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	4520 East West Highway, Suite 200	Bethesda	MD	20814
GMAC Mortgage, LLC	Cal-Western Reconveyance Corporation	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Trustee Expectation Document	\$0.00	525 East Main Street	El Cajon	CA	92020
GMAC Mortgage, LLC	Castle Stawiarski, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	999 18th Street, Suite 2301	Denver	со	80202
GMAC Mortgage, LLC	Codilis & Associates, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	15 W. 030 North Frontage Road, Suite 100	Burr Ridge	IL	60527
GMAC Mortgage, LLC	Codilis & Stawiarski, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	650 N Sam Houston Pkwy East, Suite 450	Houston	TX	77060
GMAC Mortgage, LLC	Cooper Castle Law Firm, LLP	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	5275 S. Durango Drive	Las Vegas	NV	89113

Debtor Entity	Law Firm	Contract Description	Cure Amount: Pre-Petition Obligations	Address 1	City	State	Zip
GMAC Mortgage, LLC	David Bakalar, P.A.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and	\$0.00	2901 Stirling Road, Suite 208	Fort Lauderdale	FL	33312
GMAC Mortgage, LLC	Dean Morris, L.L.P.	(d) Default Legal Supplier Expectation Document (a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and	\$0.00	1505 North 19th St.	Monroe	LA	71207
GMAC Mortgage, LLC	Drummond & Drummond, LLP	(d) Default Legal Supplier Expectation Document Attorney Expectation Document	\$0.00	One Monument Way	Portland	ME	04101
GMAC Mortgage, LLC	Executive Trustee Services, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal		2255 N Ontario St, Suite 400	Burbank	CA	91504
GMAC Mortgage, LLC	Fein, Such & Crane, LLP	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	7 Century Drive, Suite 200	Parsippany	NJ	07054
GMAC Mortgage, LLC	Fein, Such, Kahn & Shapard, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	7 Century Drive, Suite 200	Parsippany	NJ	07054
GMAC Mortgage, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Le		\$0.00	251 N Illinois Street, Suite 1700	Indianapolis	IN	46204
GMAC Mortgage, LLC	Finkel Law Firm LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1201 Main Street, Suite 1800	Columbia	sc	29201
GMAC Mortgage, LLC	Fisher & Shapiro, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	2121 Waukegan Road, Suite 301	Bannockburn	IL	60015
GMAC Mortgage, LLC	Gray & Associates, L.L.P.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	16345 West Glendale Drive	New Berlin	WI	53151
GMAC Mortgage, LLC	Greenspoon Marder, P.A.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	100 W. Cypress Creek Rd., Suite 700	Fort Lauderdale	FL	33309
GMAC Mortgage, LLC	Harmon Law Offices, P.L.	(a) Master Services Agreement; (b) Statement of Work for Direct Sourcing of Foreclosure and Bankruptcy; (c) Mutual Non-Disclosure Agreement; and (d) Attorney Expectation Document	\$0.00	150 California Street	Newton	MA	02458
(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document		\$0.00	816 North Main Street	Laconia	NH	03246	

Debtor Entity	Law Firm	Contract Description	Cure Amount: Pre-Petition Obligations	Address 1	City	State	Zip
GMAC Mortgage, LLC	Hunt Leibert Jacobson, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	50 Weston Street	Hartford	СТ	06120
GMAC Mortgage, LLC Jackson & McPherson, LLC (b) Maste Services) (c) Stater		(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1010 Common Street, Suite 1800	New Orleans	LA	70112
GMAC Mortgage, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Lega		\$0.00	5404 Cypress Center Dr., Suite 300	Tampa	FL	33609
GMAC Mortgage, LLC	(a) Default Legal Supplier Expectation Document (a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document		\$0.00	1587 Northeast Expy	Atlanta	GA	30329
GMAC Mortgage, LLC	Kass Shuler, P.A.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1505 North Florida Avenue	Татра	FL	33602
GMAC Mortgage, LLC Kivell, Rayment & Francis, P.C.		(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document		7666 East 61st Street, Suite 550	Tulsa	ОК	74133
GMAC Mortgage, LLC	KML Law Group, P.C., f/k/a Goldbeck	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	701 Market Street, Suite 5000	Philadelphia	PA	19106
GMAC Mortgage, LLC	Kozeny & McCubbin, L.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	12400 Olive Blvd., Suite 555	St. Louis	МО	63141
GMAC Mortgage, LLC	Law Offices of Marshall C. Watson, P.A.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1800 NW 49th Street, Suite 120	Fort Lauderdale	FL	33309
GMAC Mortgage, LLC	Lerner, Sampson & Rothfuss	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	120 East 4th Street, 8th Floor	Cincinnati	ОН	45202
GMAC Mortgage, LLC	Lobe & Fortin, PLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	30 Kimball Avenue, Suite 306	South Burlington	VT	05403
GMAC Mortgage, LLC	Mackoff, Kellogg Law Firm	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	38 2nd Avenue East	Dickinson	ND	58601

Debtor Entity	Law Firm	Contract Description	Cure Amount: Pre-Petition Obligations	Address 1	City	State	Zip
GMAC Mortgage, LLC	Malcolm Cisneros	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	2112 Business Center Drive, 2nd Floor	Irvine	CA	92612
GMAC Mortgage, LLC	Manley Deas Kochalski LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1400 Goodale Blvd., Suite 200	Grandview Heights	ОН	43221
GMAC Mortgage, LLC	Mccabe, Weisberg, & Conway	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	123 South Broad St.	Philadelphia	PA	19109
GMAC Mortgage, LLC	McCalla Raymer, LLC	(d) Default Legal Supplier Expectation Document (a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document		6 Concourse Parkway, Suite 3200	Atlanta	GA	30328
GMAC Mortgage, LLC	McCarthy & Holthus, LLP	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00 1770 Fourth Avenue		San Diego	CA	92101
GMAC Mortgage, LLC	(a) Engagement Lette (b) Master Services A		\$0.00	3525 Piedmont Road NE, Suite 700	Atlanta	GA	30505
GMAC Mortgage, LLC	McFadden, Lyon & Rouse, L.L.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	718 Downtowner Blvd	Mobile	AL	36609
GMAC Mortgage, LLC	Millsap & Singer, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	612 Spirit Dr.	St. Louis	МО	63005
GMAC Mortgage, LLC	Milstead & Associates, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	220 Lake Drive East, Suite 301	Cherry Hill	NJ	08002
GMAC Mortgage, LLC	Morris & Associates	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	2309 Oliver Road	Monroe	LA	71201
GMAC Mortgage, LLC	Northwest Trustee Services, Inc.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	13555 SE 36th Street, Suite 300	Bellevue	WA	98006
GMAC Mortgage, LLC	Orlans Associates, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1650 West Big Beaver	Troy	МІ	48084

Debtor Entity	Law Firm	Contract Description	Cure Amount: Pre-Petition Obligations	Address 1	City		Zip
GMAC Mortgage, LLC	Orlans Moran PLLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	45 School Street	Boston	MA	02108
GMAC Mortgage, LLC	Pendergast & Associates, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	115 Perimeter Center Place, Suite 1000	Taltnat	GA	30346
GMAC Mortgage, LLC	Petosa, Petosa & Boecker, LLP	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1350 NW 138th Street, Suite 100	Clive	IA	50325
GMAC Mortgage, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal		\$0.00	1617 JFK Blvd, Suite 1400	Philadelphia	PA	19103
GMAC Mortgage, LLC	Phelan Hallinan & Schmieg, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	ault Legal \$0.00 400 Fellowship Road		Mt. Laurel	NJ	08054
GMAC Mortgage, LLC	(a) Engage (b) Master AC Mortgage, LLC Phelan Hallinan, PLC Services); (c) Statem (d) Default		\$0.00 888 SE 3rd Ave, Suite 201		Fort Lauderdale	FL	33316
GMAC Mortgage, LLC	Pierce & Associates, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1 N. Dearborn St.	Chicago	IL	60602
GMAC Mortgage, LLC	Pite Duncan, LLP	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	4375 Jutland Drive, Suite 200	San Diego	CA	92117
GMAC Mortgage, LLC	Quality Loan Service Corp.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	2141 Fifth Avenue	San Diego	CA	92101
GMAC Mortgage, LLC	RCO Hawaii, LLLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); (d) Statement of Work (Ancillary Services); and (e) Default Legal Supplier Expectation Document	\$0.00	900 Fort Street Mall, Suite 800	Honolulu	ні	96813
GMAC Mortgage, LLC	Reisenfeld & Associates, L.P.A., L.L.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	3962 Red Bank Rd.	Cincinnati	ОН	45227
GMAC Mortgage, LLC	Robertson, Anschutz & Schneid, P.L.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	3010 N Military Road	Boca Raton	FL	33431

Debtor Entity	Law Firm	Contract Description	Cure Amount: Pre-Petition Obligations	Address 1	City	State	Zip
GMAC Mortgage, LLC	Rogers Townsend & Thomas, PC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	220 Executive Center Drive	Columbia	sc	29210
GMAC Mortgage, LLC	Rosicki & Rosicki Associates, PC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	51 East Bethpage Road	Plainview	NY	11803
GMAC Mortgage, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal		\$0.00	13555 SE 36th Street, Suite 300	Bellevue	WA	98006
GMAC Mortgage, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal		\$0.00	5040 Corporate Woods Drive, Suite 120	Virginia Beach	VA	23462
GMAC Mortgage, LLC	Schneiderman & Sherman, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	23938 Research Drive, Suite 300	Farmington Hills	MI	48335
GMAC Mortgage, LLC Shapiro & Ingle, LLP		(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document		10130 Perimeter Pkwy, Suite 400	Charlotte	NC	28216
GMAC Mortgage, LLC	Shapiro & Zielke, L.L.P.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	12550 West Frontage Road, Suite 200	Burnsville	MN	55337
GMAC Mortgage, LLC	Shapiro, Brown & Alt, LLP (f/k/a Shapiro & Burson, LLP)	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	13135 Lee Jackson Hwy, Suite 201	Fairfax	VA	22033
GMAC Mortgage, LLC	Shapiro, Fishman & Gache, LLP	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	4630 Woodland Corp Blvd, Suite 100	Татра	FL	33614
GMAC Mortgage, LLC	Shechtman Halperin Savage, LLP	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1080 Main Street	Pawtucket	RI	02860
GMAC Mortgage, LLC	Sirote & Permutt, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	2311 Highland Avenue South	Birmingham	AL	35205
GMAC Mortgage, LLC	Smith, Hiatt & Diaz, PA	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	2691 East Oakland Park Blvd, Suite 303	Fort Lauderdale	FL	33306

Debtor Entity	Law Firm	Contract Description Cure Amount: Pre-Petition Obligations		Address 1	City	State	Zip
GMAC Mortgage, LLC	South & Associates, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	6363 College Blvd, Suite 100	Overland Park	KS	6621
GMAC Mortgage, LLC	Stein, Wiener & Roth, L.L.P.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1 Old Country Road, Suite 113	Carle Place	NY	1151
GMAC Mortgage, LLC	Susan C. Little & Associates, P.A.	Attorney Expectation Document	\$0.00	4501 Indian School Road NE Suite 101	Albuquerque	NM	8711
GMAC Mortgage, LLC	(a) Engagement Letter; The Florida Default Law Group (n/k/a (b) Master Services Agreement (Default Legal		\$0.00	4919 Memorial Highway, Suite 200	Tampa	FL	3363
GMAC Mortgage, LLC	The Law Offices of Elizabeth R. Wellborn, P.A.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	350 Jim Moran Blvd, Suite 100	Deerfield Beach	FL	33442
GMAC Mortgage, LLC	The Law Offices of John D. Clunk Co., LPA	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	4500 Courthouse Blvd., Suite 400	Stow	ОН	44224
GMAC Mortgage, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default		\$0.00	31440 Northwestern Hwy, Suite 200	Farmington Hills	MI	48334
GMAC Mortgage, LLC	Trustee Corps	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	17100 Gillette Avenue	Irvine	CA	92614
GMAC Mortgage, LLC	Udren Law Offices, P.C.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	111 Woodcrest Rd.	Cherry Hill	NJ	08003
GMAC Mortgage, LLC	Underwood Law Firm PLLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	340 Edgewood Terrace Drive	Jackson	MS	39206
GMAC Mortgage, LLC	Weltman, Weinberg & Reis Co., LPA	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	525 Vine St., Suite 800	Cincinnati	ОН	45202
GMAC Mortgage, LLC	Whittington & Aulgur	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	651 North Broad Street, Suite 206	Middletown	DE	19709
GMAC Mortgage, LLC	Wilford Geske & Cook, P.A.	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	8425 Seasons Parkway, Suite 105	Woodbury	MN	55125

Debtor Entity	Law Firm	Contract Description	Cure Amount: Pre-Petition Obligations	Address 1	City	State	Zip
GMAC Mortgage, LLC	Wilson & Associates, PLLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	1521 Merrill Drive, Suite D220	Little Rock	AR	72211
GMAC Mortgage, LLC	Zucker, Goldberg & Ackerman, LLC	(a) Engagement Letter; (b) Master Services Agreement (Default Legal Services); (c) Statement of Work (Default Legal Services); and (d) Default Legal Supplier Expectation Document	\$0.00	200 Sheffield St., Suite 101	Mountainside	NJ	07092

Owner/Lessee	Lease Number/Lease Description	Street Address of Real Property	Cure Amount	Lease Counterparty Address	Address 1	City	State	Zip	Email
GMAC Mortgage, LLC	Lease between 1891 Professional Building Associates and Lessee dated 5-30-2012	10 Liberty Street, Office 111 & 411, Danvers MA 01923	\$0.00	1891 Professional Building Associates dba Office Concepts	10 Liberty Street	Danvers	MA	1923	weriquier@unitedplanners.com
GMAC Mortgage, LLC	Lease Agreement between Bridgeton Executive Suites, Inc. and Lesse dated 6-29-2012	3466 Bridgeland Drive, Office 201, Bridgeton MO 63044	\$0.00	Bridgeton Executive Suites, Inc.	3466 Bridgeland Drive	Bridgeton	МО	63044	sfriedrich@tsasales.com
GMAC Mortgage, LLC	Lease between Trotter Holdings, LLC dba Bridlewood Executive Suites and Lessee dated 8-6-12	204 Muirs Chapel Rd, Suite 100, Greensboro NC 27410	\$0.00	Bridlewood Executive Suites	204 Muirs Chapel Rd, Suite 100	Greensboro	NC	27410	wlynn@bridlewoodsuites.com
Residential Funding Corporation	Lease between Brandywine Cityplace LP and Lessee dated 12-17-1993, Amendments dated 8-3-1994, 6-12-1996, 6-19-1997, 12-31-1999, 6-13-2003, 9-14-2004, 7-26-2006	2711 North Haskell Avenue, Dallas TX 75204	\$0.00	Dallas CPT Fee Owner, LP c/o Barrow Street Capital LLC. Attn: Steven C. Lebowitz	300 First Stamford Place, 3rd Floor East	Stamford	СТ	6904	HMartin@StreamRealty.com
GMAC Mortgage, LLC	Lease between Kalyvas Group, LLC and Lessee dated 6-29-2012	111 Second Avenue NE Suite 910, St. Petersburg FL 33701	\$0.00	Kalyvas Group, LLC c/o The Office Annex, Inc.	111 Second Ave. NE, Suite 919	St. Petersburg	FL	33701	cmeyer@plazasuites.us
GMAC Mortgage, LLC	Lease between Landfall Executive Suites, LLC and Lessee dated 7-24-12	1213 Culbreth Drive, Suites 143 & 144, Wilmington NC	\$0.00	Landfall Executive Suites, LLC	1213 Culbreth Drive	Wilmington	NC	28405	eq@Landfall.biz
GMAC Mortgage, LLC	Client Services Agreement between PBC Walnut Creek, LLC and Lessee dated 4-1-2010, Amendments dated 9-1-2011, 8-17-2012	1990 North California Blvd., 8th Floor #830, Offices 6, 9 & 16, Walnut Creek CA 94596-7261	\$0.00	PBC Walnut Creek, LLC	1990 North California Blvd Suite 830	Walnut Creek	CA	94596	Terri@pbcoffices.com
GMAC Mortgage LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 2-14-2011, Renewal Agreements dated 10-4-2011, 2-23- 2012, 6-5/12	800 Bellevue Way, Office 429 and 430, Bellevue WA 98004	\$0.00	Regus Management Group LLC	800 Bellevue Way, Ste 400	Bellevue	WA	98004	hilary.williams@regus.com
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 7-9-2012	4040 Civic Center Drive, Suite 200, San Rafael CA 94903	\$0.00	Regus Management Group LLC	4040 Civic Center Drive, Suite 200	San Rafael	CA	94903	kiu.phung@regus.com
ETS of Washington, Inc.	Office Service Agreement between Regus Management Group LLC and Lessee dated 8-1-2011, Renewal Agreement dated 5-8-2012	800 Bellevue Way, Office 420, Bellevue WA 98004	\$0.00	Regus Management Group LLC	800 Bellevue Way, Ste 400	Bellevue	WA	98004	hilary.williams@regus.com
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 7-12-2012 with Addendum	33 Wood Avenue South, Office 425, Iselin NJ 08830	\$0.00	Regus Management Group LLC	33 Wood Avenue South	Iselin	NJ	8830	michelle.chomko@regus.com
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 6-13-2011 with Addendum with Renewal Agreement dated 5-9-12	725 Cool Springs, Suite 600, Office 6001, Franklin TN 37067	\$0.00	Regus Management Group, LLC	725 Cool Springs Boulevard, Suite 600	Franklin	TN	37067	emily.richardson@regus.com
GMAC Mortgage, LLC	Service Agreement between Your Office - Orlando/Lake Maryand Lessee dated 8-1-1012	1540 International Parkway, Office 203, Lake Mary FL 32746	\$0.00	SOC-Lake Mary, LLC	1540 International Parkway, Suite 2000	Lake Mary	FL	32746	linda.diviaio@youroffice.com
GMAC Mortgage LLC	Sublease between Steven S. Nagy, Reliant Holdings, LLC and Lessee dated 7-1-2012	256 Seaboard Lane, Suite E 105, Franklin TN 37067	\$0.00	Steven S. Nagy, Reliant Holdings, LLC c/o Hardee Accounting, PC	Hendersonville	Franklin	TN	37075	jennifer@hardeecpa.com
GMAC Mortgage LLC	Sublease between Steven S. Nagy, Reliant Holdings, LLC and Lessee dated 7-1-2012	505 East Main Street, Hendersonville TN	\$0.00	Steven S. Nagy, Reliant Holdings, LLC c/o Hardee Accounting, PC	Hendersonville	Franklin	TN	37075	jennifer@hardeecpa.com
GMAC Mortgage LLC	Sublease between Steven S. Nagy, Reliant Holdings, LLC and Lessee dated 7-1-2012	4711 Trousdale Drive, Suite 121, Nashville TN 37220	\$0.00	Steven S. Nagy, Reliant Holdings, LLC c/o Hardee Accounting, PC	Hendersonville	Franklin	TN	37075	jennifer@hardeecpa.com

12-12020-mg Doc 1459 Filed 09/14/12 Entered 09/14/12 19:54:11 Main Document Pg 18 of 18 Exhibit 3 - Real Property Lease Schedule

Owner/Lessee	Lease Number/Lease Description	Street Address of Real Property	Cure Amount	Lease Counterparty Address	Address 1	City	State	Zip	Email
	Executive Suites Leas between SW+A Pendleton West, LLC and Lessee dated 6-30-2012	607 Pendleton Street, Office #ES2, Greenville SC 29601	\$0.00	ISW+A Pendleton West 11(:	607 Pendleton Street, Suite 100	Greenville	sc	29601	HWeeks@urban-edge-studio.com
GMAC Mortgage LLC	The state of the s	3200 Park Center Drive Suites 150 & 400, Costa Mesa CA 92626	\$0.00	The Irvine Company LLC	3200 Park Center Drive Suite 1150	Costa Mesa	CA	92626	rmartinez1@abm.com; cgash@irvinecompany.com; nooriyah.ayoub@am.jll.com; nayoub@irvinecompany.com
GMAC Mortgage LLC	Sublease between UNITED COUNTRY- COLUMBIA REALTY and Lessee dated 7-1-2012	740 Nashville Hwy, Columbia TN 38401	\$0.00	UNITED COUNTRY-COLUMBIA REALTY	740 Nashville Hwy	Columbia	TN	38401	melissa@melissapotts.com